The Negotiable Instruments Law provides that "a check must be presented for payment within a reasonable time after its issue, or the drawer will be discharged from liability thereon to the extent of the loss caused by the delay." The principal case is in accord with the construction placed upon this section of the statute by the authorities. In the absence of special circumstances, a check must be presented not later than the day after it is received if the party receiving the check and the drawee bank are in the same place; if in different places, the check must be forwarded not later than the day following the date of its receipt. *Freiberg* v. *Cody,* 55 Mich. 108; *Gifford* v. *Hardell,* 88 Wis. 538; *Farmers' Nat. Bank* v. *Dreyfus,* 82 Mo. App. 399; *Kershaw* v. *Ladd,* 34 Ore. 375; *Willis* v. *Finley,* 173 Pa. St. 28. But if a check is received on Saturday the payee has until the close of banking hours on Monday to present it. *O'Brien* v. *Smith,* 1 Black (U. S.) 99. As between the indorser and indorsee the same rules which regulate diligence between the drawer and the payee apply. *Mohawk Bank* v. *Broderick,* 10 Wend. 304; *First Nat. Bank* v. *Miller,* 37 Neb. 500. But as between the indorsee or assignee and the drawer the same rules do not apply. No transfer or series of transfers can prolong the risk of the drawer beyond the time stipulated to be reasonable as between drawer and payee, though each party is allowed the same period, as between himself and his immediate predecessor, that the payee had as between himself and the drawer. *St. John* v. *Homans,* 8 Mo. 382; *Taylor* v. *Young,* 3 Watts 339; *Harker* v. *Anderson,* 21 Wend. 372.

BUILDING RESTRICTIONS—WHAT IS A "DWELLING HOUSE?"—Defendant is the owner of residence property in whose title papers exists a clause prohibiting the erection on the premises of anything except a "dwelling house." Defendant proposed to erect a house for two families ,with a common front door. Suit was brought to restrain the same. *Held,* that a "dwelling house" meant a house for a single family and that the proposed building was within the prohibition. *Schadt* v. *Brill,* (Mich. 1913) 139 N. W. 878.

This case appears to be in line with the authorities as to the definition of a dwelling house. Generally speaking, a dwelling house is the apartment, building, or cluster of buildings in which a man with his family resides. *State v. Hoffman,* 136 Mo. 58. In a tenement, each room or suite of rooms occupied by a tenant as his residence, more or less permanent, is his "dwelling house." *Mason* v. *People,* 26 N. Y. 200; *Smith* v. *Waterworks Co.,* 104 Ala. 316. A statute prohibiting a railroad from taking a man's dwelling house under right of eminent domain, without his consent, includes such grounds surrounding the house as are necessary for the enjoyment of the house as a dwelling. *Damon* v. *B. & P. R. Co.,* 119 Pa. 287; *Swift* v. *Givins,* 111 Pa. 516; *Wells* v. *Railroad Co.,* 47 Me. 345. Restriction to use as a "private" dwelling, prohibits use as a boarding house or as a flat. *Garnett* v. *Albree,* 103 Mass. 372; *Skillman* v. *Smatheheurst,* 1 Dick. 1. The purpose for which a building is being used, and not the purpose for which it is erected, determines its character. *Smith* v. *Waterworks Co.,* 104 Ala. 316; *N. Y. Fire Dept.* v. *Buhler,* 35 N. Y. 177. Where a building is being used for a dwelling,

the renting of rooms or the taking in of boarders does not deprive it of its character as a dwelling house. *In re Veeder,* 65 N. Y. S. 517; *Rafferty* v. *Insurance Co.,* 18 N. J. L. 480; *Birmingham Waterworks Co.* v. *Truss,* 135 Ala. 530. These last cases are not consistent with the main case, for a building, under them, may be a dwelling house, considered as a whole, and at the same time, may be half a dozen dwelling houses, under the rule of this Michigan case.

CONTRACTS—PLACE OF BREACH.—Defendant, a New Jersey Corporation doing business in the State of New York, entered into a contract with plaintiff, a resident of Buenos Aires, whereby defendant agreed to accept delivery of goods in Buenos Aires. After part of the contract had been performed, defendant sent a cablegram from New York to plaintiff at Buenos Aires repudiating the contract. *Held,* that this action on the part of the defendant brought it within § 1780 (3) of the New York Code of Civil Procedure authorizing suits by non-residents against a foreign corporation when the breach of the contract occurred within the State. *Wester* v. *Casein Co. of America,* (N. Y. 1912) 100 N. E. 488.

The court in reaching its conclusion treated the delivery of the message to the telegraph company as a delivery to plaintiff. This is an extension of the rule relating to offer and acceptance as established in *Adams* v. *Lindsell,* 1 Barn. & Ald. 681, and universally followed by the courts in America and in England. The rule that the time of revocation of an offer is the time such revocation is communicated is also well established. The New York court cites *Vassar* v. *Camp,* 1 N. Y. 441 and *Trevor* v. *Wood,* 36 N. Y. 307, 93 Am. Dec. 511, to sustain its conclusion. These cases, however, related to offer and acceptance by mail, and not, as in the principal case, to the repudiation of an existing contract. In *Patrick* v. *Bowman,* 149 U. S. 411, it was held that an offer by mail is not revoked until the notice of revocation actually reaches the offeree. It would seem that in the principal case the breach of contract should not take place until the cablegram was delivered to the plaintiff at Buenos Aires. See also *Crown Point Ins. Co.* v. *Boatman Fire Ins. Co.,* 127 N. Y. 608; *Fink* v. *Fink,* 171 N. Y. 616, which seem to be in conflict with the principal case.

CONTRACTS—PUBLIC POLICY.—Plaintiff rented from defendant company a warehouse on the latter's right of way, the lease containing a provision that the lessee should protect the buildings against danger from fire to which they were exposed by reason of their proximity to the railroad, and that the risks of all loss and damage by fire, however caused, and whether or not caused by the negligence of the lessor or its servants, were assumed by the lessee, who was to save the lessor harmless from all liability for damage by fire. *Held,* that such a covenant is not illegal or void as against public policy, *Checkley* v. *Illinois Cent. R. Co.,* (Ill. 1913) 100 N. E. 942.

The precise question involved in this case was for the first time passed upon by the Illinois Court. That a common carrier may contract against its own negligence with reference to matters not related to its duty as a common